

COUNTY OF SUFFOLK



STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

Philip A. Berdolt
COMMISSIONER

**SUFFOLK COUNTY DEPARTMENT
OF
PARKS, RECREATION AND CONSERVATION**

2017
FOOD SERVICE PROVIDER PERMIT

The parties hereto desire to make available to the County the services of a "FOOD SERVICE PROVIDER" to provide food and/or alcohol services for groups at various County Parks.

Term of Permit: Shall commence upon execution of Permit through
December 31, 2017.

Total Cost of Permit: Revenue to County as described in Exhibit A.

In Witness Whereof, the parties hereto have executed this Permit as of the latest date written below.

FOOD SERVICE PROVIDER
(Print Company Name)

Owner/Manager Signature

DATE: _____

COUNTY OF SUFFOLK

Philip A. Berdolt
Commissioner of Parks,
Recreation and Conservation

DATE: _____

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2017 Food Service Provider Permit

Exhibit A Terms And Conditions

In consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto, as follows:

1. Description and Term of Permit

- a. The Department of Parks, Recreation and Conservation hereby grants to the Permit Holder and the Permit Holder hereby accepts from the Department of Parks, Recreation and Conservation permission to operate for the period herein stated, subject to all of the terms and conditions herein contained, the following described Food Catering Services for Groups at various Parks which Permit shall commence upon execution and end on the 31st day of December, 2017. (See Parks list Attachment 1.)
- b. Permit Holder will be required to offer for sale a variety of food and staple merchandise such as seafood, meats, sandwiches, ice cream, soda, coffee and fresh bakery goods. All such merchandise must be fresh and meet all of the preparation, transportation and serving requirements of the Suffolk Department of Parks, Recreation and Conservation and the Suffolk County Department of Health Services.
- c. Permit Holder agrees, pursuant to Suffolk County Department of Health requirements, to transport all food in a safe and protected manner. Equipment used to transfer hot food must be N.S.F. (National Sanitation Foundation) approved. Cold food must be stored in mechanical refrigeration at 41° F or below. Transport vehicle must be pre-cooled to at least 41° F or below prior to stocking for catered event. Hot food must be adequately cooked (following Department of Health guidelines), then rapidly cooled.

Before food is served, it must be rapidly reheated at 165° F and placed immediately on sternos at 140° F minimum. Limit both hot and cold food on the service line to not more than two hours. Temperature Logs as prescribed by the Suffolk County Department of Health must be maintained for both hot and cold foods.
- d. Permit Holder acknowledges that when they require an Ice Cream Vendor Vehicle for an event they are catering at a Suffolk County Park they must call the Ice Cream Vendor that is assigned to that specific park.

2. Licensed Activity

The Permit Holder agrees to conduct and use the Food Service Provider Permit for no other purpose than herein stated and to equip the same at the Permit Holder's own cost and expense.

3. Permit Fee(s)

- a. Permit Holder agrees to pay the Department of Parks, Recreation and Conservation as compensation for the Permit and for the privilege of operating within the parks for the period aforesaid, **a non-refundable flat fee of \$750.00 due upon execution of permit.**
- b. All remittances shall be made payable to **"Suffolk County Department of Parks."**

4. **Advertising**

The Permit Holder covenants and agrees not to advertise in any manner or form, on or about the County-owned premises, buildings, or spaces used by him/her, or elsewhere, or in any newspaper or otherwise, except by means of such signs or form of advertising as shall be approved in advance by the Commissioner.

5. **Food Service Provider Compliance With Regulations**

- a. The Permit Holder is responsible for full compliance with Laws, Codes, Rules and Regulations of the Department of Parks, Recreation and Conservation, the Department of Fire, Rescue and Emergency Services, and the Department of Health Services.
- b. The Permit Holder shall provide written evidence and copies of all required Health Department approvals, permits and food manager certificate(s).

6. **Insurance**

On or before the date of execution of this Permit, the Permit Holder, at its own cost and expense, shall provide the Commissioner with the following insurance documents:

- a. **Commercial General Liability** insurance including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage per occurrence.
- b. **Automobile Liability** Insurance (if any vehicles are used in the performance of this Permit) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
- c. **Workers' Compensation and Employer's Liability** Insurance in compliance with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law and shall furnish to the County the documentation required by the State of New York Worker's Compensation Board of coverage or exemption from coverage pursuant to Sections 57 and 220 of the Worker's Compensation Law. In accordance with General Municipal Law Section 108, this Permit shall be void and of no effect unless the Permit Holder shall provide and maintain coverage during the term of this Permit for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- d. **Dram Shop Insurance and Liquor Law Liability** with not less than a combined single limit of two million (\$2,000,000.00) dollars per occurrence.
- e. Permit Holder shall furnish to the Department of Parks, Recreation and Conservation Certificate(s) of Insurance evidencing compliance with the aforesaid insurance requirements. **Said Certificate(s) shall name the "County of Suffolk" as an additional insured and certificate holder showing a mailing address of P.O. Box 144, West Sayville, NY 11796** and shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change.
- f. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.
- g. A copy of the Certificate of Insurance with all full premiums paid must be submitted to the Commissioner at the time of or before the signing of the Permit. If such insurance policies

expire without renewal or are terminated for any reason, the resulting failure to maintain the coverage shall cause an immediate default of this Permit without the necessity for any action on the part of the County.

7. Accounting and Recordkeeping

The Permit Holder agrees to keep the books of account and records of all operations under this Permit and to establish a system of bookkeeping and accounts which are in accordance with generally accepted accounting principles.

8. Sanitary Condition of Premises/Site Clean-up

- a. The Permit Holder shall at all times keep the areas used under this Permit in a clean and sanitary condition.
- b. It is also the responsibility of the Permit Holder to see that all paper and other debris is properly contained and removed from the Park and disposed of by Permit Holder.
- c. Ash and coals from barbecues shall be disposed of safely by the Permit Holder as instructed by Park Supervisors.

9. Operational Plan

- a. The Permit Holder is required to check in at the Park entrance booth or office prior to each catered event and is required to use only the areas designated by Park Personnel.
- b. The use of mechanical or mobile rides or games (i.e., moonwalks, dunking machines, etc.) is generally prohibited on Department property. Special requests for such rides or games may be submitted in writing to the Commissioner for consideration, it being understood that permission for same may be granted at the sole discretion of the Commissioner.

10. Alcoholic Beverages

If a Permit Holder intends to provide alcoholic beverages as a part of this permit, the securing of the proper liquor licenses is a material part of this permit. Permit Holder must provide proof of licensing to the Department and complete a "hold harmless" agreement. Permit Holder is advised the provision of alcoholic beverages will necessitate an additional \$2,000,000 liquor liability insurance certificate, and you must file a NYS Liquor Authority Special Event Permit application.

11. Illegal or Objectionable Conduct

- a. The Permit Holder agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any illegal purpose, or for any purpose in violation of any federal, state, County or municipal law, ordinance, rule, order or regulation now in effect or hereafter enacted, amended or adopted, and will protect, defend, indemnify and forever hold harmless the County of Suffolk, the Suffolk County Department of Parks, Recreation and Conservation and any individual members thereof and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed, or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Permit Holder, or any employee, person or occupant for the time being of said premises; and in the event of any violation, the County shall have the right and power, and is hereby authorized by the Permit Holder, to immediately declare this Permit terminated as if it had naturally expired.

- b. The Permit Holder agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any purpose in violation of any ordinance, rule or regulation of the Suffolk County Department of Parks, Recreation and Conservation now in effect or hereafter enacted, amended or adopted, and in the event of any violation, or in case the County or its representatives shall deem any conduct on the part of the Permit Holder, any person or occupant for the time being of the premises, the License or the operation thereof to be objectionable or improper, the County shall have the right and power, and is hereby authorized by the Permit Holder, to immediately declare this Permit terminated as if it had naturally expired.

12. Notices

a. Notices

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Permit Holder at the address on page 1 of the Permit and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Permit Holder relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

b. Accidents

- i. The Permit Holder shall notify the County of any accidents and/or claims, or property damage, arising on or within the Premises. Notice of accidents and claims shall be given immediately (or as soon as possible) to the Suffolk County Park Rangers Headquarters at (631) 854-1422 or at such other number the County provides to the Permit Holder in writing.
- ii. In the event of any disturbance, emergency, criminal or illegal behavior, serious violations of the Department's rules and regulations and other circumstances that may warrant such action, the Permit Holder shall also immediately notify the Police at 911 and/or other emergency responders.
- iii. In addition, written notice, together with a report on the incident and all accompanying documentation, shall be provided in writing to the County as soon as practicable, however, in any event within (1) business day of the Permit Holders receipt of notice or of information regarding an accident or claim.

13. Indemnification and Defense

- a. The Permit Holder shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Permit Holder, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Permit.
- b. The Permit Holder hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Permit Holder agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or

actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

- c. The Permit Holder shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Permit, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Permit Holder to pay reasonable attorneys' fees of salary costs of County employees of the Department of Law for the defense of any such suit.

14. Independent Contractor

It is expressly agreed that the Permit Holder's status hereunder is that of an independent contractor. Neither the Permit Holder nor any person hired by the Permit Holder shall be considered employees of the County of Suffolk for any purpose.

15. No Assignment

The Permit Holder shall not assign, transfer, convey, subcontract or otherwise dispose of this Permit, or any of its right, title or interest therein, or its power to execute this Permit, or assign all or any portion of the monies that may be due or become due to the Permit Holder under the terms of this Permit, to any person or corporation, without the prior consent in writing of the Department of Parks, Recreation and Conservation, and any attempt to do any of the foregoing without such consent shall be of no effect.

16. Not a Co-Partnership

Nothing herein contained shall create or be construed as creating a co-partnership between the County/Licensors and the Permit Holder or to constitute the Permit Holder or the Permit Holder's employees as agents or employees of the County.

17. Termination

This Permit may be cancelled, in writing, at the Commissioner's sole discretion for Permit Holder's non-compliance with the terms of the Permit or as a result in changes in Departmental policies or procedures.

Exhibit B

Suffolk County Legislative Requirements for Permits

1. Contractor's/Vendor's Public Disclosure Statement

The Permit Holder represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Permit's duration. The Permit Holder acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Permit, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Permit.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Gratuities

The Permit Holder represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing a permit or securing favorable treatment with respect to the awarding or amending of an permit or the making of any determinations with respect to the performance of a permit, and that the signer of this Permit has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

3. Child Sexual Abuse Reporting Policy

The Permit Holder agrees to comply with Chapter 880, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Permit with regard to child sexual abuse reporting policy.

4. Non Responsible Bidder

The Permit Holder represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 189, Article II, §§143-5 through 143-9. Upon signing this Permit the Permit Holder certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

5. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.Suffolkcountyny.gov/parks. Click on "Laws of Suffolk County" under "Suffolk County Links".

END OF TEXT

SUFFOLK COUNTY PARKS

Western Suffolk County:

Arthur Kunz County Park
San Remo

Blydenburgh County Park
Smithtown

Gardiner County Park
West Bayshore

Lakeland County Park
Islandia

Lake Ronkonkoma County
Park
Lake Ronkonkoma

Raynor Beach County Park
Lake Ronkonkoma

Timber Point County
Marina
Great River

West Hills County Park
Huntington

Central Suffolk County:

Brookside County Park
Sayville

Cathedral Pines County Park
Middle Island

Green's Creek County Park
West Sayville

Pine Barrens Trails Information Center
Manorville

Robert Cushman Murphy County Park
Calverton/Manorville

Sans Souci County Park
Bayport

Smith Point County Park
Shirley

Southaven County Park
Brookhaven

Suffolk County Vietnam Veterans
Memorial Park
Farmingville

Eastern Suffolk County:

Cedar Point County Park
East Hampton

Cranberry Bog Nature
Preserve
Riverhead

Cupsogue Beach County Park
Westhampton

Dwarf Pines Plains Preserve
Westhampton

Hubbard County Park
Flanders

Indian Island County Park
Riverhead

Meschutt Beach County Park
Hampton Bays

Montauk County Park
Montauk

Sears Bellows County Park
Hampton Bays

Shinnecock Canal County
Marina
Hampton Bays

Shinnecock East County Park
Southampton